

The attachment is ordered in failure of defendant to show cause against it, and failing to find security.

§ 2.—*Injunction.*

Another provisional remedy while a suit is going on, is the issue of an *injunction* to prevent waste, damage, or alienation of property in dispute, or to prevent the movement or disposal of property generally, to defraud creditors. (Section 492.)

And so if the suit is to restrain defendant from committing a breach of contract or other injury, there may be an *ad interim* injunction to prevent the breach or injury during the suit. (Section 493.)

SECTION X.—SPECIAL CIVIL PROCEEDINGS.

§ 1.—*Reference to Arbitration.*

A brief notice regarding *arbitration* may be useful. First as to arbitration after a suit has been brought. At any time before judgment *all* the parties may agree to refer the case to arbitration and may apply to the Court for an order of reference. The application must be in writing, and will state the particular matter to be referred. The parties will nominate arbitrators unless they specially request the Court to do so for them.

The Court then makes an order, specifying the matter referred and the time for the delivery of the award. (Section 508.)

If more than one arbitrator is appointed provision must be made for the case of a difference of opinion among them, as provided in section 509.

The details of what is to be done if an arbitrator dies, if they fail to appoint an umpire, &c., may be learned from sections 510-12.

The Court may direct witnesses, &c., to attend before the arbitrator, just as it might before itself. (Section 513.)

The award must be signed by those who made it and filed in Court with any depositions that may have been recorded or documents produced.

The circumstances under which alone an award can be set aside, are explained in section 520.

If an award is not set aside on these grounds, and is made in due time, the judgment and decree must follow the award, and there is no appeal. (Section 522).

It is of course always open to parties to agree privately to arbitration, and the award of private arbitrators will be binding on them as a rule; at any rate, the agreement to submit to arbitration is valid like any other contract, and damages may be claimed for its breach.

To facilitate friendly disposal of disputes, the Code has made provision that *without* their bringing any suit in Court, persons having agreed to arbitration in any matter, may go to Court and ask that *their agreement may be filed*. This being done after hearing the parties, the Court orders the matter specified to be referred, and then all the preceding provisions relating to arbitration will apply. (Sections 523-4.)

A still further process is contemplated, namely, when a private arbitration has been concluded, either party may apply to have the *award* filed in Court, and this, after hearing both parties, may be ordered; but the award can be remitted under section 520, or set aside for corruption, &c., under section 521; otherwise it is treated as an award made by Court arbitration, and decree, &c., follows.

Analogous to the proceedings in arbitration just described, is the case where two parties agree to state some definite question of law or fact in which they claim to be interested and get the finding of a Court on this question: but mere abstract questions of law or fact, in which the parties might desire an opinion, are not referable in this way, because in any agreement under this section (section 527), the agreement must provide that upon the finding of the Court a certain sum of money shall be paid by one party to the other, or some property shall be delivered, or one or other of them shall do or refrain from doing, some particular act specified in the agreement.